

(323) 881-2401

June 17, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF MUTUAL AID AGREEMENT BETWEEN THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND THE UNITED STATES AIR FORCE, EDWARDS AIR FORCE BASE  
(5th DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY  
OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES  
COUNTY:**

1. Find that this Agreement is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the attached Mutual Aid Agreement between the Consolidated Fire Protection District of Los Angeles County (Fire District) and the United States Air Force, Edwards Air Force Base (Air Force) effective upon Board approval and remaining in effect until terminated by either party.
3. Delegate the authority to the Fire Chief of the District to renew or amend future Mutual Aid Agreements with the Air Force.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This Agreement is a renewal of the existing 1993 Agreement (No. 67031 dated September 7, 1993) with the Air Force and the Fire District. The Air Force is requesting the Agreement be revised in conformance with Air Force regulations relating to format and with its general policy of reviewing agreement terms periodically.

### **FISCAL IMPACT/FINANCING**

Services are provided on a reciprocal basis; neither party shall be entitled to compensation of normal operational costs incurred for services rendered under this Agreement.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Agreement will supersede the previous Agreement No.67031 executed September 7, 1993. This Agreement will be effective upon execution by your Board and will remain in effect until terminated by either party.

County Counsel has approved this Agreement as to form.

### **ENVIRONMENTAL DOCUMENTATION**

This Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment.

### **IMPACT ON CURRENT SERVICES OR PROJECTS**

If approved by your Board, this Agreement will allow our two agencies to continue to provide mutually beneficial emergency services to each other on a reciprocal basis.

### **CONCLUSION**

Please instruct the Executive Officer, Clerk of the Board to return the following to this office:

- Two (2) copies of the Minute Order and/or this approved letter, as applicable.
- Two (2) copies of the Agreement.

Honorable Board of Supervisors  
June 17, 2004  
Page 3

The Fire District will return one (1) copy of the Agreement to the Air Force per the Air Force's request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. Michael Freeman", with a long horizontal flourish extending to the right.

P. MICHAEL FREEMAN

PMF:kc

Enclosure

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

1                                   **MUTUAL AID AGREEMENT BY AND BETWEEN THE**  
2                                   **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND**  
3                                   **THE UNITED STATES AIR FORCE, EDWARDS AIR FORCE BASE FOR EXCHANGE**  
4                                   **OF FIRE PROTECTION AND HAZARDOUS MATERIALS INCIDENT RESPONSE**  
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6                   **THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
7 2004, by and between the United States Air Force, Edwards Air Force Base, hereinafter  
8 referred to as "Air Force," and the Consolidated Fire Protection District of Los Angeles  
9 County, hereinafter referred to as "District."

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11                                   **W I T N E S S E T H**

12                   WHEREAS, each of the parties hereto maintains equipment and personnel for  
13 fire protection and hazardous materials incident response within its own jurisdiction and  
14 areas; and

15                   WHEREAS, the parties hereto desire to augment the fire protection available in  
16 their respective establishments, districts, agencies, and municipalities in the event of  
17 large fires or conflagrations; and

18                   WHEREAS, it is the policy of the Air Force and the municipalities of other districts  
19 and of their governing bodies to conclude such agreements wherever practicable; and

20                   WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial  
21 for the parties to this agreement to render assistance to one another; and

22                   WHEREAS, this agreement is authorized and provided for by the provisions of  
23 the Health and Safety and Government Codes of the State of California and acts and  
24 statutes of the Federal Government, where applicable.

25                   NOW, THEREFORE, in consideration of these mutual covenants, the parties  
26 hereto agrees to as follows:

- 27  
28                   I.       The Air Force agrees to provide a designated fire or hazardous materials

1 response upon request by a senior officer of the District, to that area  
2 located within the jurisdiction of the District.

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4 II. In return for the service to be provided by the Air Force, the District  
5 agrees to provide a designated fire or hazardous materials response  
6 upon request by a senior officer of the Air Force, to that area located  
7 within the jurisdiction of the Air Force.

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9 III. Upon receipt by the District of an alarm within the jurisdiction of the  
10 District, the District, as the jurisdictional agency, will dispatch its nearest  
11 available and appropriate designated fire or hazardous materials response  
12 to that alarm and also notify the Air Force who will, in turn, dispatch the  
13 agreed-upon response in accordance with Paragraph V hereinbelow.

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15 IV. Upon receipt by the Air Force of an alarm within the jurisdiction of the Air  
16 Force, the Air Force, as the jurisdictional agency, will dispatch its nearest  
17 and appropriate designated fire or hazardous materials response to that  
18 alarm and also notify the District fire dispatcher who will, in turn, dispatch  
19 the agreed-upon response in accordance with Paragraph V hereinbelow.

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21 V. Any request for aid hereunder shall include a statement of the amount and  
22 type of equipment and personnel requested and shall specify the location  
23 to which the equipment and personnel are to be dispatched, but the  
24 amount and type of equipment and the number of personnel to be  
25 furnished shall be determined by a representative of the responding  
26 organization.

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28 VI. In those instances where the aiding agency arrives before the

jurisdictional agency, the aiding agency will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional agency will arrive shortly after the arrival of the aiding agency. Therefore, the responsibility for coping with the situation will be immediately assumed by the jurisdictional agency upon its arrival at the scene. The aiding agency personnel will be under the direction of the officer in charge of the jurisdictional agency. It is further agreed that the aiding agency will be released from the scene as soon as practical by the jurisdictional agency.

VII. All equipment and personnel when responding on behalf of by either agency which is a party carrying out this agreement will, at the time of response hereunder be owned and employed by that agency.

VIII. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting party if, for any reason, assistance cannot be rendered.

IX. District may claim reimbursement for the direct expenses and losses that are additional firefighting or hazardous materials incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident response under this agreement as provided in 44 CFR Part 151, *Reimbursement for Costs of Firefighting on Federal Property*.

X. Each party to this agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to

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paragraph IX above.

XI. The senior officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's operations for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

XII. In the event of a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the District normally provides fire protection, the Chief of the Edwards Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

XIII. This agreement shall become effective upon the date this agreement is executed by both parties and shall remain in full force and effect until participation is terminated by either party. It is further agreed that either party may terminate the agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of termination.

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1 **IN WITNESS WHEREOF**, this agreement has been executed by each party on the day  
2 and year written below, and is effective and operative upon the date that it is fully  
3 executed by both parties, whichever date of execution by either party is later.

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5 **CONSOLIDATED FIRE PROTECTION**  
6 **DISTRICT OF LOS ANGELES COUNTY**

**UNITED STATES AIR FORCE**  
**EDWARDS AIR FORCE BASE**

7  
8 By \_\_\_\_\_  
9 Chairman, Board of Supervisors

By Wendy M. Masiello  
Colonel, Wendy M. Masiello  
Commander, 95<sup>th</sup> Air Base Wing

10  
11 Date \_\_\_\_\_

Date 7 MAY 2004

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13 **ATTEST:**  
14 **VIOLET VARONA-LUKENS**  
15 Executive Officer-Clerk of  
16 the Board of Supervisors

17  
18 By \_\_\_\_\_  
19 Deputy

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21 **APPROVED AS TO FORM:**  
22  
23 County Counsel

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25 By Erin G. [Signature]  
26 Deputy

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